Print Date 10/25/12

Page 1 of 7

CONTRACT



KSAZ 511 W. Adams Street Phoenix, AZ 85003 (602) 257-1234

And:

National Media 815 Slaters Lane Alexandria, VA 22314

	Contract / Re	<u>vision</u>	Alt Order #	1
	4079864	/ 2	Issue	
Product				
IRCC IE 2012				
Contract Dates	Estimate #			
0/19/12 - 10/28/12	33 94			
Adve <u>rtiser</u>			Original Date	/ Revision
NRCC			10/16/12	/ 10/25/12
	Billing Cycle	Billina	Calendar	Cash/Trade
	EOM/EOC	Broade	cast	Cash
	Station	Ассоц	nt Executive	Sales Office
	KSAZ	Chris .	Johnson	FSS Philadelph
	Special Hand	ling		,
	Demographic			
	Adults 35-64			
	IDB#	Advert	iser Code	Product Code
		155		426
	Agency Ref		Advertiser	Ref

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeSp	ots	Amount
1 KSAZ 10/19/12 10/19/12 M-F 5a-530a	5a-530a	:30	NM	1	\$500.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/15/12 10/21/12F 1	<u>Rate</u> \$500.00				
2 KSAZ 10/22/12 10/22/12 M-F 5a-530a	5a-530a	:30	NM	1	\$500.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 M 1	<u>Rate</u> \$500.00				
3 KSAZ 10/23/12 10/23/12 M-F 5a-530a	5a-530a	:30	NM	1	\$500.00
Political Issue <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12 -T 1	<u>Rate</u> \$500.00		:		
4 KSAZ 10/25/12 10/25/12 M-F 5a-530a	5a-530a	:30	NM	1	\$500.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12T 1	<u>Rate</u> \$500.00				
5 KSAZ 10/19/12 10/19/12 M-F 530a-6a	530a-6a	:30	NM	1	\$600.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/15/12 10/21/12F 1	<u>Rate</u> \$600.00		: :		
6 KSAZ 10/22/12 10/22/12 M-F 530a-6a	530a-6a	:30	NM	1	\$600.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 M 1	<u>Rate</u> \$600.00		,		
7 KSAZ 10/23/12 10/23/12 M-F 530a-6a	530a-6a	:30	NM	1	\$600.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 -T 1	<u>Rate</u> \$600.00				
8 KSAZ 10/24/12 10/24/12 M-F 530a-6a	530a-6a	:30	NM	1	\$600.00
Political Issue <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12W 1	<u>Rate</u> \$600.00				
9 KSAZ 10/25/12 10/25/12 M-F 530a-6a	530a-6a	:30	NM	1	\$600.00
Political Issue			I		

(* Line Transactions: N = New, E = Edited, D = Deleted)



	Contract / Re	evisi	<u>on</u>	Alt Order #
	4079864	1	2	Issue
ontract Dates	Product			Estimate #

NRCC IE 2012 3394 10/19/12 - 10/28/12

Original Date / Revision <u>Advertiser</u> / 10/25/12 NRCC 10/16/12

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spo	ts	Amount
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12T 1	<u>Rate</u> \$600.00				
10 KSAZ 10/19/12 10/19/12 M-F 6a-7a News	6a-7a	:30	NM	1	\$1,000.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/15/12 10/21/12F 1	<u>Rate</u> \$1,000.00				
11 KSAZ 10/22/12 10/22/12 M-F 6a-7a News	6a-7a	:30	NM	1	\$1,000.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 M 1	<u>Rate</u> \$1,000.00				
12 KSAZ 10/23/12 10/23/12 M-F 6a-7a News	6a-7a	:30	NM	1	\$1,000.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 -T 1	<u>Rate</u> \$1,000.00				
13 KSAZ 10/24/12 10/24/12 M-F 6a-7a News	6a-7a	:30	NM	1	\$1,000.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12w 1	<u>Rate</u> \$1,000.00				
14 KSAZ 10/25/12 10/25/12 M-F 6a-7a News	6a-7a	:30	NM	1	\$1,000.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12T 1	<u>Rate</u> \$1,000.00		,		
15 KSAZ 10/19/12 10/19/12 M-F 7a-8a News	7a-8a	:30	NM	1	\$1,000.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/15/12 10/21/12F 1	<u>Rate</u> \$1,000.00				
16 KSAZ 10/22/12 10/22/12 M-F7a-8a News	7a-8a	:30	NM	1	\$1,000.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 M 1	\$1,000.00				
17 KSAZ 10/23/12 10/23/12 M-F 7a-8a News	7a-8a	:30	NM	1	\$1,000.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 -T 1	<u>Rate</u> \$1,000.00				
18 KSAZ 10/24/12 10/24/12 M-F 7a-8a News	7a-8a	:30	NM	1	\$1,000.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12w 1	<u>Rate</u> \$1,000.00	-			
19 KSAZ 10/25/12 10/25/12 M-F 7a-8a News	7a-8a	:30	NM	1	\$1,000.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12T 1	<u>Rate</u> \$1,000.00				
20 KSAZ 10/19/12 10/19/12 M-F 8a-9a News	8a-9a	:30	NM	1	\$800.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/15/12 10/21/12F 1	<u>Rate</u> \$800.00				
21 KSAZ 10/22/12 10/22/12 M-F 8a-9a News	8a-9a	:30	NM	1	\$800.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 M 1	<u>Rate</u> \$800.00				
22 KSAZ 10/23/12 10/23/12 M-F 8a-9a News Political Issue	8a-9a	:30	NM	1	\$800.00



	Contract / Revision	Alt Order #
	4079864 / 2	Issue
06	Product	Estimate #

Contract Dates NRCC IE 2012 10/19/12 - 10/28/12 3394

Original Date / Revision Advertiser NRCC 10/16/12 / 10/25/12

			Spots/			
*Line Ch Start Date End Date Des	cription	Start/End Time	Days Length Week Rate	TypeS	pots	Amount
<u>Start Date</u> <u>End Date</u> <u>Weekd</u> Week: 10/22/12 10/28/12 -T		<u>Rate</u> \$800.00				
23 KSAZ 10/24/12 10/24/12 M-F	8a-9a News	8a-9a	:30	NM	1	\$800.00
Political Issue <u>Start Date</u> <u>End Date</u> <u>Weekda</u> Week: 10/22/12 10/28/12W		<u>Rate</u> \$800.00				
24 KSAZ 10/25/12 10/25/12 M-F	8a-9a News	8a-9a	:30	NM	1	\$800.00
Political Issue Start Date End Date Weekda Week: 10/22/12 10/28/12T-		<u>Rate</u> \$800.00				
25 KSAZ 10/19/12 10/19/12 M-F	430-5a News	430-5a	:30	NM	1	\$150.00
Political Issue Start Date End Date Weekda Week: 10/15/12 10/21/12F		<u>Rate</u> \$150.00				
26 KSAZ 10/22/12 10/22/12 M-F	430-5a News	430-5a	:30	NM	1	\$150.00
Political Issue <u>Start Date</u> <u>End Date</u> <u>Weekda</u> Week: 10/22/12 10/28/12 M		<u>Rate</u> \$150.00				
27 KSAZ 10/23/12 10/23/12 M-F	430-5a News	430-5a	:30	NM	1	\$150.00
Political Issue <u>Start Date</u> <u>End Date</u> <u>Weekda</u> Week: 10/22/12 10/28/12 -T		<u>Rate</u> \$150.00				
28 KSAZ 10/25/12 10/25/12 M-F	430-5a News	430-5a	:30	NM	1	\$150.00
Political Issue Start Date End Date Weekd Week: 10/22/12 10/28/12T		<u>Rate</u> \$150.00				
29 KSAZ 10/21/12 10/21/12 Fox	NFL RS Pre Game Hon	nt9a-10a	:30	NM	1	\$2,500.00
Political Issue Start Date End Date Weekda Week: 10/15/12 10/21/12		<u>Rate</u> \$2,500.00				
30 KSAZ 10/21/12 10/21/12 NFL	RS Game Home	10a-7p	:30	NM	0	\$0.00
1 KSAZ 10/15/12-10/21/12 NFL	-S 2 <u>scription</u> L <i>RS Game Hom</i> e	Rate \$25,000.00 Start/End Time 10a-7p	Weekdays Length <u>Rate</u> Sι :30 \$25,000.00	<u>Type</u> <i>NM</i>		
See MG 37.3,37.4,37.5,37.6,37. 2 KSAZ 10/15/12-10/21/12 NFL See MG 37.3,37.4,37.5,37.6,37.	LRS Game Home	10a-7p	St :30 \$25,000.00	NM		
31 KSAZ 10/22/12 10/22/12 M-F	5p-530p News	5p-530p	:30	NM	1	\$3,000.00
Political Issue Start Date End Date Weekd Week: 10/22/12 10/28/12 M	1	<u>Rate</u> \$1,500.00	Washdaya Larath Data	T		
1 KSAZ 10/22/12-10/28/12 M-F	cription 55p-530p News	Start/End Time 5p-530p	Weekdays Length Rate M :30 \$1,500.00	<u>Type</u> NM		
See MG 31.2 2 KSAZ 10/27/12-10/27/12 Big	12 RS Non Prime Gam	e 10a-9p	Sa :30 \$3,000.00	NM		
32 KSAZ 10/23/12 10/23/12 M-F	5p-530p News	5р-530р	:30	NM	1	\$1,500.00
Political Issue <u>Start Date</u> <u>End Date</u> <u>Weekd</u> Week: 10/22/12 10/28/12 -T		<u>Rate</u> \$1,500.00				



	Contract / Revision 4079864 / 2	Alt Order # Issue
Contract Dates	Product	Estimate #
10/19/12 - 10/28/12	NRCC IE 2012	3394

Original Date / Revision <u>Advertiser</u> NRCC 10/16/12 / 10/25/12

	0. 45 45		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length V	Veek Rate	TypeS	pots	Amount
<u>Start Date End Date Weekdays Spots/Week</u> 33 KSAZ 10/22/12 10/22/12 M-F 530p-6p News	<u>Rate</u> 530p-6p	:30		NM	0	\$0.00
Political Issue <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u>	Rate	.30		14141	Ū	φυ.υυ
Week: 10/22/12 10/28/12 M 1 Spot Ch Date Range Description	\$1,500.00 Start/End Time	Weekdays Leng	th Rate	Type		
1 KSAZ 10/22/12-10/28/12 M-F 530p-6p News See MG 31.2	530p-6p		30 \$1,500.00	NM		
34 KSAZ 10/23/12 10/23/12 M-F 530p-6p News	530p-6p	:30		NM	1	\$1,500.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 -T 1	<u>Rate</u> \$1,500.00					
35 KSAZ 10/23/12 10/23/12 M-F 6p-630p News	6p-630p	:30		NM	1	\$1,500.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 -T 1	<u>Rate</u> \$1,500.00					
36 KSAZ 10/21/12 10/21/12 Su 5p-6p News	5p-6p	:30		NM	1	\$1,200.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/15/12 10/21/125 1	<u>Rate</u> \$1,200.00					
37 KSAZ 10/20/12 10/20/12 Pac 12 RS Non Prime Gam	ne 10a-9p	:30		NM	8	\$56,000.00
Political Issue <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u>	Pata					
Start Date End Date Weekdays Spots/Week Week: 10/15/12 10/21/12S- 2	<u>Rate</u> \$3,000.00					
Spot Ch Date Range Description	Start/End Time	Weekdays Leng	_	<u>Type</u>		
1 KSAZ 10/15/12-10/21/12 Pac 12 RS Non Prime Gar See MG 37.3,37.4,37.5,37.6,37.7,37.8,37.9,37.10	ne 10a-9p	Sa ::	30 \$3,000.00	NM		
2 KSAZ 10/15/12-10/21/12 Pac 12 RS Non Prime Gar	me 10a-9p	Sa ::	30 \$3,<i>000.00</i>	NM		
See MG 37.3,37.4,37.5,37.6,37.7,37.8,37.9,37.10 3 KSAZ 10/22/12-10/22/12 NLCS Champ Game Non I	Hor12p-9p	м:	\$6,000.00	NM		
 MG for 37.2,30.2,30.1,37.1 KSAZ 10/21/12-10/21/12 NLCS Champ Game Non I 	Hor12p-9p	st :3	\$6,500.00	NM		
MG for 37.2,30.2,30.1,37.1 S KSAZ 10/24/12-10/28/12 World Series Game NonHo MG for 37.2,30.2,30.1,37.1 S KSAZ 10/24/12-10/28/12 MG for 37.2,30.2,30.1,37.1 S KSAZ 10/24/12-10/28/12 MG for 37.2,30.2,30.1,37.1 S KSAZ 10/24/12-10/28/12 S KSAZ 10/24/12-10/28/12	om-1p-9p	WTh-SaSı :3	30 \$7,500.00	NM		
MG for 37.2,30.2,30.1,37.1 6 KSAZ 10/24/12-10/28/12 World Series Game NonHo	om 1p-9p	WTh-SaSt :3	30 \$7,500.00	NM		
MG for 37.2,30.2,30.1,37.1 7 KSAZ 10/24/12-10/28/12 World Series Game NonHo	om-1p-9p	wTh-sası :3	30 \$7,500.00	NM		
MG for 37.2,30.2,30.1,37.1 8 K\$AZ 10/24/12-10/28/12 World Series Game NonHo			30 \$7,500.00	NM		
→ MG for 37.2,30.2,30.1,37.1						
9 KSAZ 10/24/12-10/28/12 World Series Game NonHo MG for 37.2,30.2,30.1,37.1	om-1b-ab	WTh-SaSı :3	30 \$7,500.00	MM		
10 KSAZ 10/22/12-10/22/12 NLCS Champ Game Non I → MG for 37.2,30.2,30.1,37.1	Hor12p-9p	M:3	80 \$6,000.00	NM		
38 KSAZ 10/19/12 10/19/12 M-F 9p-10p News	9p-10p	:30		NM	1	\$2,000.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/15/12 10/21/12F 1	<u>Rate</u> \$2,000.00					
39 KSAZ 10/22/12 10/22/12 M-F 9p-10p News	9p-10p	:30		NM	1	\$2,000.00
Political Issue Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 M 1	Rate \$2,000.00					

Amount

\$1,400.00

\$1,400.00

\$4,000.00



47 KSAZ 10/23/12

48 KSAZ 10/25/12

49 KSAZ 10/21/12

Political Issue

Start Date

Political Issue Start Date

Week: 10/22/12

Week: 10/22/12

Week: 10/15/12

Political Issue

Start Date

10/23/12

10/25/12

10/21/12

End Date

10/28/12

End Date

10/28/12

End Date

10/21/12

M-F 10p-1030p News

M-F 10p-1030p News

Su 9p-10p News

Weekdays

Weekdays

<u>Weekdays</u>

---T---

Spots/Week

Spots/Week

1

Spots/Week

2

KSAZ 511 W. Adams Street Phoenix, AZ 85003 (602) 257-1234

Ch Start Date End Date Description

		Alt Order # Issue
Contract Dates	Product	Estimate #
10/19/12 - 10/28/12	NRCC IE 2012	3394

 Advertiser
 Original Date / Revision

 NRCC
 10/16/12 / 10/25/12

Rate

Type Spots

NM

NM

NM

2

Spots/

Length Week

:30

:30

:30

Start Date End Date	Weekdays Spots/Week	<u>Rate</u>				
40 KSAZ 10/23/12 10/23/1	2 M-F 9p-10p News	9p-10p	:30	NM	1	\$2,000.00
Political Issue Start Date End Date Week: 10/22/12 10/28/12	Weekdays Spots/Week	<u>Rate</u> \$2,000.00				
41 KSAZ 10/24/12 10/24/1	2 M-F 9p-10p News	9p-10p	:30	NM	1	\$2,000.00
Political Issue <u>Start Date</u> <u>End Date</u> Week: 10/22/12 10/28/12	Weekdays Spots/Week	<u>Rate</u> \$2,000.00				
42 KSAZ 10/19/12 10/19/1	2 M-F 9p-10p News	9р-10р	:30	NM	1	\$2,000.00
Political Issue Start Date End Date Week: 10/15/12 10/21/12	Weekdays Spots/Week	<u>Rate</u> \$2,000.00				
43 KSAZ 10/23/12 10/23/1	2 M-F 9p-10p News	9p-10p	:30	NM	1	\$2,000.00
Political Issue Start Date End Date Week: 10/22/12 10/28/12	Weekdays Spots/Week -T 1	<u>Rate</u> \$2,000.00				
44 KSAZ 10/24/12 10/24/1	2 M-F 9p-10p News	9р-10р	:30	NM	1	\$2,000.00
Political Issue Start Date End Date Week: 10/22/12 10/28/12	Weekdays Spots/Week	<u>Rate</u> \$2,000.00	·			
45 KSAZ 10/25/12 10/25/1	2 M-F 9p-10p News	9p-10p	:30	NM	1	\$2,000.00
Political Issue Start Date End Date Week: 10/22/12 10/28/12	Weekdays Spots/WeekT 1	<u>Rate</u> \$2,000.00				
46 KSAZ 10/19/12 10/19/1	2 M-F 10p-1030p News	10p-1030p	:30	NM	1	\$1,400.00
Political Issue Start Date End Date Week: 10/15/12 10/21/12	Weekdays Spots/Week	<u>Rate</u> \$1,400.00				

Start/End Time

Days

*Tax 1 Note: Phoenix City Sales Tax 0.5%.

Time Period	# of Spots	Gross Amount	Net Amount	*Tax 1	Total
10/01/12 -10/28/12	55	\$111,000.00	\$94,350.00	\$471.75	\$94,821.75
Totals	55	\$111,000,00	\$94,350,00	\$471.75	\$94 821 75

10p-1030p

<u>Rate</u>

Rate

<u>Rate</u>

\$1,400.00

\$1,400.00

\$2,000,00

9p-10p

10p-1030p

Signature:	Date:	



	Contract / Revision 4079864 / 2	Alt Order # Issue
Contract Dates	Product	Estimate #
10/19/12 - 10/28/12	NRCC IE 2012	3394
Advertiser		riginal Date / Revision
NRCC		10/16/12 / 10/25/12

1. BILLING AND PAYMENTS

Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at the address on the face hereof. Agency shall pay Station thereon at the address on the bill on or before the 30th day of each month following that in which the broadcast occurred or such other data as may be specified in the invoice. Time is specifically made at the essence in the parformance of Agency's and Advartiser's payment and other obligations hereunder. Oelinquent accounts shall bear interest at the rate of ten percent (10%) per annum. If Station institutes any legal action to collect a delinquent account, then Advertiser agrees to pay Station for all cost thereof.

2 LIABILITY FOR DAVMENTS

Agency is acting as agant for a disclosed principal, the Advertiser named on the face hereof; provided, however, notwithstanding that bills are rendered to Agency or anything else contained herein, Advertiser and Agency jointly and severally shall be and remain obligated to pay the amount of all bills until payment in full is received by Station. Payment by Advertiser to Agency shall not constitute payment to Station.

3 TERMINATION

(a) Unless otherwise specified on the face hereof, eithar party may tarminata this contract, for any reason, upon giving the other party at least 28 days' prior notice; provided, however, if notice is given by Agency, termination shall not be affective until after 28 consecutive days of broadcasting hereunder. If Agency so terminates this contract, Agency shall pay Station at the earned rate for all broadcasts pursuant to this contract through the date of termination.

(b) Station may, upon notice to Agency, terminate this contract at any time: (i) upon material breach by Agency, including, without limitation, Station's failure to receive timely payment on billing; or (ii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination all unpaid, accrued charges hereunder shall immadiately become due and payable and Agency shall also pay, as liquidated damages, a sum equal to that which Agency would have been obligated to pay haraunder if, on the date on which Station gives such notice of termination, Agency had given notice of termination pursuant to Paragraph 3(a) hereof effective at the earliest date parmitted thereunder.

(c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, Station shall pay as liquidated damages, a sum aqual to the lesser of the following: (i) the actual, noncancallable out-of-pocket costs necessarily incurred by Agency through date of such termination and that arise directly from the placement of the announcements or programs haraunder; provided, however, that if any part of such announcements or programs have been broadcast, then Station's obligation to reimburse said costs shall be reduced pro rate, or (ii) tha total which would be due to Station hereunder if, on the date on which Agency gives notice of termination, Station had given notice of termination pursuant to Paragraph 3(a) or had given notice under Paragraph 9 hereof. Except as axpressly sat forth in the preceding sentence, Station shall not be liable to Agency or Advartiser for any claims, actions, lossas, damages, liabilities, costs or expenses of any kind or nature whatsoever.

4. OMISSION OF BROADCAST

If, as a result of an act of God (including, but not limited to, dalay or cancellation of an event due to weather), force majeure, public emergancy, labor disputa or lockout, restriction imposed by league rule, law, or governmental order, machanical breakdown or any other similar or dissimilar cause beyond Station's reasonable control, Station fails to exhibit any or all of the announcements or programs to be exhibited hareunder, Station shall not be in breach hereof, but Agency shall be antitled to an adjustmant as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute data and time in which case Agency shall continue to pay all amounts due hereunder, and if no such time is available tha time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omittad, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and Agancy shall continue to pay full charge. The foregoing shall not deprive Agancy of benafits of discounts, which it would have earned hereunder if the broadcast had been made in its entirety. In addition, if, for any reason whatsoever, including, without limitation, avants that are beyond Station's control or events that are within Station's control, Station fails to broadcast any or all of the announcements or programs to be broadcast heraunder. Station's liability, if any, for such failure shall be limited to the time charges allocable to the omitted broadcast

5. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event that, in its sole discration, it deems to be of public interest or significance. Station will notify Agency of such cancellation as promptly as reasonably possible. If the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed cancelled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the cancelled broadcast.

6. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 4 and 5 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt any such announcement at its sole discretion for any reason, and in the event of preemption or omission, Agency shall continue to pay tha full charge (no credit or refund will be given), but Agency shall be accorded another announcement or a reasonably satisfactory substitute date and time, at no additional charge therefor.

7. RATE PROTECTION

Station raserves the right at any time(s) to change the rates, discounts or charges hereunder to conform to any rate card issued after the data of this contract ("New Rate Card"), provided that such changes will not be effective so as to increase the aggregate sums payable hereunder prior to the end of the rate protection period specified in the published rate card in effect on the date hereof ("Current Rate Card"), and further provided that the rate protection set forth in the Current Rate Card shall apply only it, and to the extent that, commencing no later than 30 days after the effective date of New Rate Card, announcements hereunder are broadcast weekly without interruption or lapse unless caused by Station. Agency shall have the benefit (to be granted in tha form of additional broadcast time and not in cash) of any decrease in the aggregate sums payable hereunder beginning as of the effective date of the New Rate Card.

8. AGENCY MATERIAL

All announcement materials (and if so specified on the face of this contract all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 96 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest; (ii) shall conform to the Station's then-existing program and operating policies and quality standards; (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials; and (iv) may be broadcast without infringing or otherwise violating the rights of others. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

Any additional material furnished by Station either at Agency's request or because Station, in its sole discretion, has determined such additional material is necessary, shall be furnished at Agency's expense and shall be in addition to charges set forth on the face hereof. Station's exercise of its right to refuse to broadcast any program or announcement hereunder, or revocation of any prior approval of advertising matter, shall not constitute a breach of this agreement, and Station shall not be liable to Advertiser. If Station shall fail to receive an acceptable announcement and/or program within the time provided for herein, Station may repeat any previously approved announcement and/or programs available to Station, or, if there are none, may telecast by audio only the name or other identification or service to be advertised hereunder.

the name or other identification or service to be advertised hereunder.

If Agency requests within 30 days of the last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

9. INDEMNIFICATION

Agency will indemnify, defend, and hold harmless Station from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees and disbursements) that arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency or furnished by Station at Agency's request for use in connection with Agency's announcement or other program materials, and Station will similarly indemnify, defend, and hold harmless Agency and Advertiser with respect to all other materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this Paragraph shall survive the termination or expiration of this contract.

10. GENERAL

(a) Station will broadcast the announcements or programs covered by this contract on the dates and at the approximate hourly times provided on the face hereof.

(b) If this contract is with a recognized advertising agency, a commission not to exceed 15% will be allowed on all time charges unless otherwisa provided on the face hereof and provided Station's bills are paid when due. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, raferencas herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.

(c) Agency shall not assign this contract except to another agency that succeeds to its business of representing Advertiser and provided such other agency assumes in writing all of Agency's obligations hereunder. Advertiser may upon notice to Station change its agency, and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not raquired to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.

(d) Notwithstanding any other provision of this Agreement, any specification or order for the telecast or nontelecast of Advertiser's material during a particular portion of the broadcast program or

segment listed on the face hereof shall be treated as a request only, and Station shall not be obligated to comply with such request.
e) Any taxes, whether federal, state or local, including sales and use taxes, that may be imposed upon or with respect to, any advertising broadcast pursuant to this Agreement that may be

e) Any taxes, whether federal, state or local, including sales and use taxes, that may be imposed upon or with respect to, any advertising broadcast pursuant to this Agreement that may be advanced to Station on behalf of Agency shall be billed to Agency in addition to the amount otherwise payable.

(g) Station at its sole discretion, shall determine the nature and extent of Advertiser's exclusive sponsorship, if any, of any program or segment.

(g) This contract contains the entire understanding between parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of California, where Station's home office is located. When there is any inconsistency between these standard conditions and a provision of the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices and ended to end of the party at the address on the face hereof, and shall be deemed given on the date of dispatch. In the event of an alleged breach by Station, Advertiser shall not be entitled to recover damages in excess of its out-of-pocket costs; no recovery for anticipated profits or damage to reputation of the Advertiser or its product or services shall

(h) Station does not discriminate in the sale of advertising time, and will accept no advertising that is placed with an intent to discriminate on the basis of race or ethnicity. Agency hereby certifies that it is not buying broadcasting air time under this contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, ethnicity, national origin, or ancestry.